

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)  
AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
ON ENVIRONMENTAL COOPERATION**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UNEP) has the mandate to act as the leading environmental body within the United Nations system, helping to set the global environmental agenda and promoting the coherent implementation of the environmental dimension of sustainable development.

**WHEREAS** the Government of the United States of America (hereinafter referred to as the U.S. Government) also has an interest in the promotion of sustainable development globally, the conservation, protection, enhancement and support of natural resources, and in the protection of the environment and public health, including through pollution prevention and reduction.

**WHEREAS** UNEP and the U.S. Government (hereinafter collectively referred to as “Participants”), share common goals and objectives and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

**WHEREAS** the Participants wish to consolidate, develop and intensify their cooperation and their effectiveness to achieve the common goals and objectives in the field of environment and sustainable development.

**NOW THEREFORE, UNEP AND THE U.S. GOVERNMENT STATE AS FOLLOWS:**

**Section 1  
Purpose**

The purpose of this MOU is to serve as the primary framework for engagement between UNEP and the U.S. Government. It is designed to facilitate collaboration between UNEP and individual U.S. Government agencies under the framework of a unified arrangement.

**Section 2  
Areas of Cooperation**

1. The Participants intend to collaborate and cooperate through various means, including but not limited to the following: implementing projects for capacity building and technology support; coordinating policy initiatives and training programs; exchanging knowledge and best practices; facilitating the flow of high-quality environmental data sets; conducting studies; and undertaking initiatives to monitor and assess the global environment.

2. Subject to periodic review and update by the Participants, cooperation would be focused on but not limited to: climate change; disasters and conflicts; ecosystems management; environmental governance; harmful substances and hazardous waste; resource efficiency and sustainable consumption and production.

### **Section 3**

#### **Organization of the Cooperation**

1. The primary contact on substantive issues for the U.S. Government regarding this MOU is the Assistant Secretary of State for Oceans, Environmental and International Scientific Affairs, or a designate. The primary contact on institutional issues for the U.S. Government regarding this MOU is the Assistant Secretary of State for International Organization Affairs. The primary contact for UNEP is the Executive Director, or a designate.
2. The Participants intend to achieve the objectives of this MOU through:
  - a. Regular dialogue between the Participants, including regular bilateral meetings that the Participants anticipate will take place at least annually;
  - b. Cooperation between UNEP and agencies of the U.S. Government, coordinated through the primary contact;
  - c. Development, as appropriate, of annexes to the MOU to define and implement joint activities, projects, and programs to be undertaken by agencies of the U.S. Government. Existing MOUs between agencies of the U.S. Government and UNEP are to be considered annexes to this MOU. Annexes may be legally binding if necessary, and may address issues not covered by this MOU such as funding, staffing, and other undertakings, obligations, and conditions. The Participants intend that the development of new annexes will be coordinated through the primary contacts.
  - d. This MOU is intended to enhance and ensure coordination of communication and cooperation between UNEP and agencies of the U.S. Government, including the operation of existing MOUs between agencies of the U.S. Government and UNEP and is not intended to impede routine dialogue or activities between entities within UNEP and the US government.

### **Section 4**

#### **Status of Personnel of the Participants**

Nothing in this MOU is intended to be construed to suggest that the employees, personnel,

representatives, agents or contractors of either of the Participants should be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or other affiliates of the other Participant.

## **Section 5 Fund Raising**

Neither Participant intends to engage in fund raising with third parties for activities to be carried out within the framework of this MOU in the name of or on behalf of the other.

## **Section 6 Official Emblems and Logos**

1. Neither Participant intends to use the name, emblem or trademarks of the other Participant, its agencies, subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in its publications and documents , without the express prior written approval of the other Participant in each case.
2. The Participants understand their respective policies that authorization of the UNEP or U.S. Government name or emblem, or any abbreviation thereof, is not granted for commercial purposes, except as otherwise agreed to in writing.

## **Section 7 Intellectual Property Rights**

The Participants intend to consult with each other regarding Intellectual Property Rights relating to any project or benefits derived from activities carried out under this MOU.

## **Section 8 Duration**

The Participants intend cooperation under this MOU to begin upon signature by both Participants and to continue for a period of 10 years from the date of the last signature.

**For the United Nations Environment Programme**

**For the Government of the United  
States of America**

.....  
Name:  
Title:

Date: .....

.....  
Name:  
Title:

Date:.....